

US DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
HEALTH RESOURCES AND SERVICES ADMINISTRATION  
BUREAU OF HEALTH PROFESSIONS

**PRIMARY CARE LOAN PROGRAM  
PROMISSORY NOTE  
FOR LOANS MADE ON OR AFTER  
NOVEMBER 13, 1998**

I, \_\_\_\_\_, hereinafter called the Borrower, promise to pay to \_\_\_\_\_, hereinafter called the Institution  
(Name of Institution)

located at \_\_\_\_\_, the sum of such amounts as may from time to time be advanced to me and endorsed in the Schedule of Advances  
(City and State)

below with interest at the rate of Five (5) percent per annum, except as specified in 3., together with all attorney's fees, collection agent costs, and other related costs and charges for the collection of any amount not paid when in default according to the terms of this note.

SCHEDULE OF ADVANCES				
NUMBER	AMOUNT ADVANCED	TOTAL TO DATE	DATE	SIGNATURE OF BORROWER
1				
2				
3				
4				
5				
6				
7				

The Borrower and the Institution further understand and agree that:

1. Agreement to enter and practice primary health care: The Borrower agrees to :
  - a. enter and complete a residency training program in primary health care not later than 4 years after the date on which the Borrower graduates from the Institution;
  - b. practice in primary health care in a State (as defined in 42 USC 295p(9)) through the date on which the loan is repaid in full, and certify to the Institution on an annual basis until the loan is repaid in full that he/she is practicing in primary health care.
  - c. not enter any subspecialty training (i.e. non-primary care residency, fellowships, etc. that could lead to board certification in a subspecialty) from the time of graduation until the loan is repaid in full.
2. Definitions:
  - a. Primary Health Care is defined as family medicine, general internal medicine, general pediatrics, preventive medicine or osteopathic general practice.
  - b. Residency Training Program in Primary Health Care is defined as a 3-year residency program in allopathic or osteopathic family medicine, internal medicine, pediatrics, combined medicine/pediatrics, or preventive medicine, approved by the Accreditation Council on Graduate Medical Education (ACGME) or the American Osteopathic Association (AOA) or a general practice residency program approved by the AOA. This may include participation in a rotating or primary health care internship approved by the AOA.
3. Non-Compliance By Borrower: If a Borrower fails to comply with 1. above:
  - a. This loan will accrue interest continuously at a rate of eighteen (18) percent per annum beginning on the date of noncompliance, and ending when the loan is paid in full.
  - b. The borrower is not eligible for the deferment provisions outlined in 7 of this note.
4. Prohibition Against Consolidation: This Loan may not be consolidated as part of a Federal Consolidation Loan under the Higher Education Act of 1965.
5. Repayment:
  - a. Repayment shall be made in equal or graduated periodic installments over the repayment period, except that the Institution may require repayment to be made in an amount equal to not less than \$40 per month. The repayment period begins one year after the Borrower ceases to be a full-time student at a school eligible to participate in the Primary Care Loan program. The repayment period shall not be less than ten years, nor more than 25 years, at the discretion of the Institution. Periods of authorized deferment are not included as part of the repayment period.
  - b. The terms and conditions of repayment shall be set forth in a separate repayment schedule which is approved by the Institution and agreed to by the Borrower. Payments under the repayment schedule shall be made no less often than quarterly, except that if the Borrower is more than 60 days past due on a payment, the remaining balance of the loan shall be repaid on a monthly basis.

6. Interest: Interest shall accrue from the beginning of the repayment period, except as specified in 3.
7. Deferment: In accordance with 1. above, periodic installments of principal and interest need not be paid, and interest shall not accrue while the Borrower: (a) serves on active duty as a member of a uniformed service of the United States, for up to three years; (b) serves as a volunteer under the Peace Corps Act, for up to three years; (c) pursues advanced professional training in primary care, including internships and residencies; (d) pursues a full-time course of study at a health professions school eligible for participation in the Primary Care Student Loan program; (e) leaves the Institution, with the intent to return to the Institution as a full-time student, to engage in a full-time educational activity which is directly related to the health profession for which the Borrower is preparing, as determined by the Secretary of Health and Human Services (the Secretary), for up to two years; and (f) participates in a fellowship training program or a full-time educational activity which is directly related to the health profession for which the Borrower prepared at the Institution, and is engaged in by the Borrower within 12 months after the completion of the Borrower's participation in advanced professional training described in 7c. above or prior to the completion of the Borrower's participation in such training, for up to two years.
8. Prepayment: The Borrower may, at his or her option and without penalty, prepay all or any part of the principal and accrued interest at any time.
9. Exit Interview: The Borrower agrees to attend an exit interview prior to completing or terminating full-time student status at the Institution.
10. Default: If the Borrower fails to make an installment payment when due or fails to comply with any other term of this Promissory Note, except for 1. above, the loan will be considered in default.
11. Late Charge: The institution shall assess a late penalty charge for failure of the Borrower to pay all or any part of an installment, or for failure to file satisfactory evidence of entitlement to deferment, if so entitled, at a rate, not to exceed an amount equal to 6 percent of the amount of such installment, on loans more than 60 days past due.
12. Acceleration: If the Borrower fails to make a scheduled repayment or fails to comply with any other term of this Promissory Note, except as specified in 3., the entire unpaid balance of the loan, including interest due and accrued and any applicable penalty charges, will, at the option of the Institution, become immediately due and payable.
13. Credit Bureaus: The Institution may disclose the Borrower's loan, and any other relevant information, to credit bureaus. If the Borrower is more than 120 days past due in making a scheduled repayment, the Institution will disclose the Borrower's delinquent status, and any other relevant information, to credit bureaus.
14. Collection Agents, Litigation, and Withholding of Services: If the Borrower fails to make a scheduled repayment, or fails to comply with any other term of this Promissory Note, except for 1. above, the Institution may: (a) refer the Borrower's loan to a collection agent for further collection efforts; (b) initiate legal proceedings against the Borrower; (c) withhold Institutional services, such as transcripts and letters of recommendation, from the Borrower; (d) refer the Borrower's loan to the Secretary for collection assistance, including offset of Federal salaries; and (e) obtain the Borrower's address from the Internal Revenue Service, through the Secretary, if the Institution has no current address for the Borrower.
15. Death or Disability: In the event of the Borrower's total and permanent disability or death, the unpaid indebtedness remaining on the Note shall be canceled. Subject to the regulations of the Secretary, the Institution may assess a charge on the Borrower's loan to cover the costs of insuring against death or disability cancellations.
16. Waiver or Suspension of Service Obligation:
- If the Borrower does not graduate from a school of medicine or osteopathic medicine, the agreement set forth in 1. and the noncompliance provisions set forth in 3. shall be waived.
  - If the Borrower terminates his or her studies before graduating from a school of medicine or osteopathic medicine, but later resumes studies and graduates from a school of medicine or osteopathic medicine, the agreement set forth in 1. and the noncompliance provisions set forth in 3. shall be considered to have been suspended for the period during which the Borrower was not in attendance at a school of medicine or osteopathic medicine and the original loan terms reinstated.
  - This section may not be construed as authorizing the waiver or suspension of the obligation of the Borrower to repay this loan in accordance with the terms of this Note.
17. General: The Borrower will promptly inform the Institution of any change in name or address after he or she ceases to be a full-time student at the Institution. The terms of this Note shall be construed according to the Federal statute (42 U.S.C. 292q-292y) and regulations (42 CFR section 57.201 et seq.) governing the administration of the Health Professions Student Loan and Primary Care Loan programs, copies of which shall be kept by the Institution.

In Witness Hereof, My Hand and Seal

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Borrower) (Seal)

**NOTICE:** The Institution must require security or endorsement if the Borrower is a minor and if, under the applicable State law, the Note signed by him or her would not create a binding obligation. The Institution may not require security or endorsement in any other circumstances. The Institution shall supply a copy of this Note to the Borrower.

**WARNING:** Any person who knowingly makes a false statement or misrepresentation in obtaining these funds is subject to penalties which may include fines and imprisonment under Federal statute.